

Agenda Item Form

Agenda Date: 06/15/04

Districts Affected: N/A

Dept. Head/Contact Information: Mayor & Council, Jim Martinez, (915) 541-4145

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Position is necessary to assist the Mayor's Office with public inquiries and telephones.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

88 OF 100 PAGES
INDEPENDENTLY VERIFIED

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ANGIE CAZAREZ**, to assist the Mayor and City Council as a Public Information Clerk at an hourly rate of \$9.67 for 40 hours per week. The term of the contract shall be for the period of June 16, 2004 through June 15, 2005.

APPROVED this 15th day of June, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ANGIE CASAREZ**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Mayor and City Council, desires to employ the Employee as a Public Information Clerk; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Mayor and City Council, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about June 16, 2004 and be completed by June 15, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Nine and 67/100 Dollars (\$9.67). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named

in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will

she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Mayor and City Council's Office, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee

as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Mayor and City Council
Attn: CAO
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Angie Casarez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 15th day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Angie Casarez
SSN

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Jim Martinez
Chief Administrative Officer

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 6/10/04

Angie Casarez
[REDACTED]
[REDACTED]
[REDACTED]

Qualifications:

Experience in office work:

Microsoft Word, typing, fax machine, copy machine, and calculator. Dealing and interacting with many different people with various personalities and from all walks of life. Answer telephones with up to ten lines, take messages and give out information. I do this in a very courteous and professional manner. I also consider myself a very loyal employee.

Education:

High School Graduate: Bel Air High School

College Education: 30 hours at El Paso Community College

Texas Tech: 60 hours in key punch operator

Work Experience:

Curves Fitness Center

2004- Present

Front office: Greet customers and answer any questions or concerns. Answer telephone and provide information about club to potential members. Take messages for staff and enter members' information into the computer, filing, and faxing. Taking payments and entering them in the computer.

Sales: Sell memberships to interested customers and explain the program and cost to potential customers.

Fitness Technician: Teach the fitness program to the members and show them the correct way to use the machines. Explain and encourage members which machines to use to better their bodies and minds. Interact and deal with many different personalities.

St Raphael School

1991-1999

Pre-kinder teacher's assistant for 6 years and kinder teachers assistant to assistant principal for 3 years. My duties were to assist the teacher in the education of 27 to 30 children. I also substituted for the teachers several times. I taught math, spelling, art and several other subjects. I interacted, taught and took care of children most of the time alone in kinder. I also interacted with parents both professionally and socially. I was also given the opportunity to work in the office several times to help with front office. I was able to greet people and answer questions and concerns. Manned a ten line telephone and answered questions or directed the calls to the appropriate person to answer the question. Took messages for staff and put calls through when necessary or available. Send out school information and typed letters using Word Processing. Managed copy machine and sent and received faxes.

Tutoring

1996-1999

Tutored in reading and math first, second and third graders after school.

Aims Research Company

1987-1988

Called people and invited them to come to the office and help us do a research for a company. In return they would get free products for views and opinions on the product. Also answered telephones and took messages. Worked in the front office and greeted customers.

Food City

1974-1981

Worked as a cashier with older registers where we needed to figure out the tax on taxable items and figure out the change to give out. Worked with many people and interacted with many customers. Also helped in the office with light bookkeeping.